the textwriters. 1 UNDERHILL, THE LAW OF LANDLORD AND TENANT, 481; TIFFANY, LANDLORD AND TENANT, § 90, quoting *Smith* v. *Faxon*, 156 Mass. 589. Just why the relation existing between the parties should result in a forfeiture of the protection owing from one neighbor to another is difficult to analyze logically, and practically no light is thrown on the question in the reported cases. It would seem then that the decision in the principal case based as it is upon dictum unsupported by case or text citation, makes so startling a departure in the hitherto established responsibility of landholders that the vigorous dissent of Coleridge appears amply justified both by logic and in the light of precedent.

NUISANCE—UNDERTAKING ESTABLISHMENTS.—Defendant proposed to transfer his undertaking business, including a morgue, to a building immediately adjoining the plaintiff's residence in a residential section of the city. Defendant had always conducted his business in a sanitary manner and in accordance with the rules of the state board of health. In decreeing an injunction against the establishment of the business in the residential section, *held*, although an undertaking business is not a nuisance *per se*, its location in a residential district would constitute a nuisance. *Saier, et al.* v. *Joy*, (Mich., 1917), 164 N. W. 507.

An interesting feature of the instant case is that an undertaking business, although properly conducted, is deemed a nuisance in a residential district solely because it would serve the persons living nearby as a constant reminder of death and consequently would cause them mental depression. The instant case follows *Densmore* v. *Evergreen Camp No. 147, W. O. W.*, 61 Wash. 230. On the same principle the court in *Barth* v. *Christian Psychopathic Hospital Association*, (Mich., 1917), 163 N. W. 62, enjoined the maintenance of a private insane asylum in a residential district, although on similar facts, an injunction was refused in *Heaton* v. *Packer*, 116 N. Y. Supp. 46. The maintenance in a residential district of a private hospital for consumptives was enjoined in *Everett* v. *Paschall*, 61 Wash. 47, and of one for victims of cancer in *Stotler* v. *Rochelle*, 83 Kans. 86, the court in each case holding such an institution became a nuisance, if located in a residential district, because it created a fear of infection causing mental unrest, although, in the light of medical science, such fear is probably unfounded. A hospital, in a residential district, for crippled children was held not a nuisance "though undoubtedly pain and distress will sometimes be caused by the sight of suffering to those living nearby." *Hall* v. *House of St. Giles the Cripple*, 91 N. Y. Misc. Rep. 122, (affirmed in 158 N. Y. S. 1117). A cemetery or burial ground in a residential section is not a nuisance which can be enjoined. *Sutton* v. *Findlay Cemetery Ass'n*, 270 Ill. 11; *Monk* v. *Packard*, 71 Me. 309; *Harper* v. *City of Nashville*, 136 Ga. 141.

SEAMEN—WHO ARE SEAMEN—WIRELESS TELEGRAPH OPERATOR.—A wireless telegraph operator who was required to sign ships articles at a stated wage of twenty-five cents per month, and who was classed as an officer and messed with them, sued for failure to furnish him medical care. *Held*, to be a sea-

man and a member of the ship's crew and as such entitled to such care, even though in fact he was hired and paid by the Marconi Company and was on board pursuant to a contract between it and the ship owners. *The Buena Ventura,* (D. Ct. S. D. N. Y., 1916), 243 Fed. 797.

This case appears to be the first case determining whether a wireless telegraph operator is a seaman, but seems to be a logical application of the general rules laid down by former cases. In *The Chicago,* 235 Fed. 538, it was held that a person contracting to work for another for hire and incidentally rendering services upon a vessel is not a seaman if the services are not to be rendered to the vessel or charterer as such, while in *The Marie,* 49 Fed. 286, the rule is that the crew of a vessel in a general sense comprises all persons who in pursuance of *some contract* or *arrangement* with the owner are on board the same, aiding in the nagivation thereof. In the principal case it should be noted that although the operator was under contract with the Marconi Company he was required to sign the ships articles, was there in pursuance of some arrangement with the owner of the vessel, was under his orders and that his services were rendered in aid of navigation thereof, since his presence increases the safety of the vessel in times of danger. The broadest principle however that has yet been recognized is that the service rendered must be necessary or at least contribute to the *preservation* of the vessel or of those whose labor and skill are employed to navigate her. *Trainer* v. *The Superior,* Fed. Cas. No. 14,136. Thus a carpenter is required for the preservation and repair of the ship in case of accident, a cook to feed the crew and a physician to administer to the sick. It might also be said that a wireless operator is needed for protection of both the vessel and those engaged in her operation. Every service which contributes in contemplation of law to the management, safety, or benefit of vessel has a maritime character and privilege. *D. C. Salisbury,* Fed. Cas. No. 3694. The word *seamen* has been enlarged so as to include bartenders, *The J. S. Warden,* 175 Fed. 314; fishermen, *Carrier Dove,* 97 Fed. 111; pursers, *Spinetti,* v. *The Atlas Steamship Co.,* 80 N. Y. 71; cooks, *Lawson* v. *The James H. Shrigley,* 50 Fed. 287; coopers, *U. S.* v. *Thompson,* Fed. Cas. No. 16,492; pilots, deck hands, engineers, firemen, *Wilson* v. *The Ohio,* Fed. Cas. No. 17,825; and others, but not to include musicians, *Trainer* v. *The Superior,* (*supra*), servants of the master, *Sunday* v. *Gordon,* Fed. Cas. No. 13,616, and masters, *Grennell* v. *The John A. Morgan,* 28 Fed. 895.

TORTS—INTERFERENCE WITH EMPLOYMENT—RIGHT TO STRIKE—SECONDARY STRIKE.—Defendant, Brotherhood of Carpenters, in order to enforce a union rule prohibiting its members from working with non-union men or upon materials made in shops employing non-union men, sent out a circular letter warning owners, contractors, and builders not to secure materials made in non-union shops or defendant's men would refuse to work on them. Plaintiff conducted an open shop for the manufacture of building materials. *Held,* that defendant's acts were not illegal and would not be restrained. *Bossert* v. *Dhuy,* (New York Ct. of App., 1917), THE DAILY RECORD, Rochester-Syracuse, October 15-16, 1917.